

[-

[ms-baddi@esic.nic.in](mailto:ms-baddi@esic.nic.in)

011 – 23234092/93.Extn.316

011 – 23235779 (1)



ESIC MODEL HOSPITAL  
Village: Katha, Opposite Gillette Factory,  
BADDI, DISTT: SOLAN(Himachal Pradesh - 173205)



Tender No. 142/A-27/1/2011.

Dated:

**Sub: Invitation to Tender Enquiry for Staff Car (Air conditioned Ambassador/Innova/Mahindra Xylo) Service on contract basis.**

(Note: The envelope containing the tender as well as subsequent communications should be addressed and delivered to 'The Medical Superintendent', ESIC Hospital, Baddi, Himachal Pradesh, Camp Office, Room No. 127, ESI Hqrs.Office, Panchdeep Bhawan,CIG Marg, New Delhi - 110002 . All communication must be addressed to the officer named above by title only and not by name.)

The Medical Superintendent invites sealed tender for supply of "Staff Car Service on Contract basis-2011" as per specifications and/or quantities detailed in the **Schedule** attached. The "**Tender Documents**" comprising the General Terms and Conditions of Contract (**Annexure I**) and the Special Terms and Conditions of Contract (**Annexure II**) which will govern any contract made, the Tender Application Form (**Annexure III**) and the Schedule of contract/specifications of items/ Proforma for quoting rates (**Annexure IV**) are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office. Tenderors are requested that, before quoting their rates or sending tender the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error/ oversight of his own. The form is a Standard Form of Tender. Certain clause/ clauses may not be applicable in some cases. So, Tenderors are requested to ignore such clause/ clauses, which are not applicable in the instant case. The tender document may be obtained from the office of the **ESIC Hospital, Baddi, Himachal Pradesh, Camp Office, Room No. 127, ESI Hqrs.Office, Panchdeep Bhawan, CIG Marg, New Delhi - 110002** in person by the bonafide applicant or his authorized representative by applying in their letter head at a cost of Rs. 100/- (Rs. One Hundred Only).

The "tender documents" can also be downloaded from the web site ([www.esic.nic.in](http://www.esic.nic.in)) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter along with the fee(s) for the "tender documents" @ Rs. 100/- (Rs. One Hundred Only). All the payment shall be made

by Demand Draft; drawn in favour of ESI Fund A/c No. 1, payable at Delhi. Cheques/cash will not be accepted. The Tender form containing the Terms and Conditions and the Schedule should be returned in original, intact, after filling up the tender form and signing in full, on each page, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by some such words as 'not quoting'. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be fully signed by you. In such cases, reference to the additional pages must be made in the Tender Form. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

Medical Superintendent, ESIC Model Hospital, Baddi, H.P., does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same/ execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part. Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately/ as asked for.

**THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.**

1	Tender document fee by demand draft only	Submitted [Yes/No]
2	Earnest Money Deposit by Demand Draft only	Submitted [Yes/No]
3	Original Tender document must be signed all pages	Submitted [Yes/No]
4	Valid Trade License	Submitted [Yes/No]
5	PAN/TAN other statutory documents	Submitted [Yes/No]
6	Registration Certificate of the vehicle	Submitted [Yes/No]
7	Certificate regarding permanent place of business/activities	Submitted [Yes/No]

Yours faithfully,

**MEDICAL SUPERINTENDENT**

Enclosures:

- Annexure - I (General Tender Terms & Conditions)
- Annexure - II (Special Tender Terms & Conditions)
- Annexure - III (Tender Application Form)
- Annexure - IV (Schedule Of Work/ Proforma for quoting rates/ Specifications for SUPPLY OF STAFF CAR SERVICE ON CONTRACT BASIS.)

Annexure - 1

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Tender No. 142/A-27/1/2011.

Dated:

### GENERAL TERMS AND CONDITIONS FOR STAFF CAR SERVICE

<b>Period for supply of Blank Tender Forms and related documents at the Camp Office of MS, Baddi, Room No. 127,CIG Marg, ESI Hqrs.Office, Panchdeep Bhawan, New Delhi - 110002 on all Working Days (Except Saturday, Sundays and Holidays)</b>	<b>02.05.2011( 10 AM) to 18/5/2011(12 Noon)</b>
<b>Last Date &amp; Time of submission of completed Tender form in the prescribed tender box:</b>	<b>18.05.2011 till 01:00 pm</b>
<b>Date &amp; Time of Opening of Tender</b>	<b>18.05.2011 till 02:30 pm</b>
<b>Earnest Money</b>	<b>15,000/- (Rs.Fifteen Thousand Only)</b>
<b>Security Deposit Money</b>	<b>30,000/- (Rs.Thirty Thousand Only)</b>

### INSTRCTIONS

#### 1. PREPARATION OF TENDER:

a. The Tender form containing the Terms and Conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signing in full on each page with stamp, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by writing '**not quoting**'.

b. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be duly signed

and stamped by you. In such cases, reference to the additional pages must be made in the Tender Form.

c. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.

d. The Tenderer shall give full assistance and information as may be required in connection with the contract to the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times.

## **2. SIGNING OF TENDER:**

a. The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.

b. Individuals signing tender or other documents connected with the contract must specify:

i) Whether signing as a 'Sole Proprietor/registered society' of the firm or his Attorney/Trustee?

ii) Whether signing as a 'Registered Active Partner' of the firm or his Attorney?

iii) Whether signing for the firm 'Per Procreation'?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g., Secretary, Manager, and Partner etc. or their attorney/trustee and produce copy of documents, empowering him to do so, if called upon to do so.

**NOTE:** In case of unregistered firms, all the members or all Attorneys duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.

## **3. DELIVERY OF TENDER:**

The original copy of tender (Annexure - I to annexure - IV), duly completed and signed on each page, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed separately and addressed to the Medical Superintendent, ESIMH, Baddi. At the top of the inner and outer cover, the following words should be written in block letters.

**"TENDER ENQUIRY FOR STAFF CAR SERVICE.**

The right to ignore/ reject any tender, which fails to comply with the above instructions, is reserved. All outstation tenders should be sent by Registered Post. Only one tender should be included in one cover.

## **4. LATEST HOUR FOR RECEIPT OF THE TENDER:**

Your tender must reach this office not later than the date and time notified in the Tender Notice stated in the schedule of tender. Any tender received after that shall be rejected. In the event of the stipulated date of opening of the tender

being declared a closed holiday for Govt. offices, the date of opening of the tender(s) will be the next working day.

#### **5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:**

i) All tenders should remain valid for acceptance for a **period of One Year** from the date of opening of the tender or for such period as stated in Special Terms & Conditions.

ii) The contract/ tender, if awarded, shall be valid **for two years from the date of award of Contract** subject to continuous satisfactory performance.

iii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc. will not be considered.

#### **6. OPENING OF TENDER:**

The tender shall be opened on the date and time mentioned here in the document. All tenderers and/or their representatives, if they should desire, may be present at the opening of the tender at the date and time as specified in the schedule.

#### **7. PRICES:**

I) The rates quoted must be in lumpsum item-wise as per the annexed schedule (Annexure-IV) inclusive of all charges. Price must be clearly shown in figures and words in Indian Currency. In case any discrepancy in figures, the amount in words will be taken as final. **Quoting of rates in any other format will not be acceptable.**

#### **8. DELIVERY TERMS**

a) The delivery of the stores/ execution of work/ providing the services etc. are required within a period as specified and at the place mentioned therein.

b) The tenderer shall deliver the stores/ execute the work at the destination/ space defined to the consignee/ authority in good order (of which the Medical Superintendent, ESIC Hospital, Baddi (HP), shall be the sole judge) within the limits of the times as deemed reasonable and specify in such quantities/ qualities as may be ordered by him from time to time.

c) Time for and date of delivery: The essence of contract:- The time for and the date of delivery of the stores/ date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.

The Medical Superintendent may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

#### **9. INSPECTION OF STORES/WORK:**

Supplies shall be accepted/work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Hospital, Baddi, H.P, or his assigned representative. Any defect found in the materials/work done will render the supplies/work open to rejection and decision of the Medical Superintendent, ESIC Hospital, Baddi, H.P., shall be final and legally binding.

The rejected store shall be returned to the suppliers/work may be executed through others, at contractors/tenderer risks and costs.

## 10. OTHER TERMS

A. **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.

B. The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital, Baddi, H.P.( may sustain in consequence or arising out of such replacing of the contract).

C. **Earnest Money:** The tenderer shall have to deposit **Rs 15000/- (Rs.Fifteen thousand only)** as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by **Demand draft drawn in favour of ESI Fund A/c No. 1, payable at Delhi. NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal/revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.

D. **Security Deposit:** On acceptance of the tender, within the period specified by the Medical Superintendent, the contractor shall deposit as security, a sum of **Rs 30,000/- (Rs.Thirty thousand only)**. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of **Demand drafts payable in favour of ESI Fund A/c. No. 1.**

a) If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

E. **Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser

shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

**F. Insolvency and breach of contract:** The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm/society be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

iii) If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

**G. Arbitration:** In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is specially provided for\ by these on the special conditions, the same shall be referred to the sole arbitrator as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is a term of this contract:-

1. If the arbitrator be Medical superintendent, ESIC Hospital, Baddi. In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR In the event of

his becoming unable to act for any reason, it shall be lawful for Medical Superintendent, ESIC Hospital, Baddi to appoint another person as arbitrator.

2. If the arbitrator be a person appointed by the Medical Superintendent. In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Medical Superintendent either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. It is further a term of this contract that no person other than the Director General, ESI Corporation or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Upon every and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceeding under this clause. Work under the contractor shall, if reasonably possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings:- The venue of arbitration shall be at Baddi. In the clause, the expression 'The Director General', ESIC Scheme means, the Medical Superintendent, ESI Scheme for the time being and in case there be no Medical Superintendent the officer who is for the time being the administrative head of the ESI Corporation, whether in addition or otherwise. For the purpose of the contract including arbitration proceedings there under, the Medical Superintendent, ESIC Model Hospital, Baddi, H.P, shall be entitled to exercise all the rights and powers of the purchaser.

#### **H. Document:**

The tenderer should have a valid **PAN/ TAN/ other statutory document as applicable** and produce attested copies of such certificates along with the tender papers, **failing which the tender shall liable to be rejected.**

#### **I. Statutory requirements:**

In case the agency appoints manpower/ labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act 1948, where applicable; EPF Act, 1952, where applicable; etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency. In that case the successful agency will have to obtain a license from the licensing officer after collecting the requisite certificate in Form V from the hospital authority.

**J.** The successful agency will have to maintain various registers and records, display notices, abstracts of the rules, etc. and issue employment card to the engaged labours. The list of workers employed by the contractor shall be communicated to the authority from time to time.

**K.** The successful bidder/tenderer shall obtain a valid license under the Contract Labour (R & A) Act, 1970 & Rules framed there under and shall continue to hold it till completion of the contract.

**L. Right to accept/ reject:**

The hospital authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to **award** any or part or full contract to any successful agency at its discretion and this will be binding on the tenderor.

**M. Experience Certificate:**

The bidder must not have less than 2 (two) years experience of similar services in an organization in this trade and documentary evidence to be submitted in support thereof with the tender.

**N. Assistance to contractor:**

The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

**O.** The tenderer should have complete Postal Address, Telephone/ Mobile/ Fax/ E-mail address, etc. should be provided, while submitting the completed tender form.

**P.** The persons so deployed shall not have any claim for permanent absorption in the hospital and such claim if raised shall be violation of the terms and conditions of the agreement of the hospital authority shall have the right to cancel the agreement to terminate such deployment termination.

**Q.** The contractor will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining as harmonious atmosphere as expected in the hospital and will be responsible for any act & omission of such persons.

**R.** In the event of any violation of laws, rules, statutory provisions by the contractor, this will amount to breach of contract and in such case, the hospital will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.

**S. Validity of Contract:**

The Contract, if awarded, shall be **for two years from the date of award** subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the hospital will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing, etc. solely at the discretion of the hospital authority.

**T.** List of personnel deployed to be intimated to the authority from time to time. The personnel employed by the tenderer should have proper uniform for identification.

**U.** The contractor shall be required to submit his bill in triplicate month-wise by 7th of the subsequent month for further action and payment shall be released as per the terms & conditions, less deduction at source of Income tax at prevailing rates. The bills shall have to be submitted with the certificate of completion of job issued by the Medical Superintendent.

**V.** The successful agency shall have to enter into an agreement with the hospital and the cost incurred in this connection, shall be borne by the contractor.

**W.** The rates once accepted by the hospital shall remain unaltered throughout the period of contract, including any extended period.

**X.** The hospital authority reserves the right to award any part or full contract to any successful agency (ies) at its discretion and this will be binding on the tenderer.

**Y.** In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the hospital authority reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.

**Z.** Medical Superintendent, ESIC Model Hospital, Baddi, H.P., does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and tenderer shall supply the same/ execute the work at the rate quoted by the contractor. The tenderer/contractor is at liberty to tender for the whole or any part.

**AA.** Acceptance by the purchaser shall be communicated in due course. Tenderer are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

**BB.** The tenderer will quote the rates in respect of jobs/ services described above in various paras and shall fill **Annexure - IV** appended herewith along with the Tender Application form.

**CC. Failure and Termination:** If the contractor fails to deliver the stores or any installments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Medical Superintendent may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.

**A.** To recovery from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2 % of the price of any stores which the contractor has failed to deliver within the period fixed for delivery arrears, where delivery thereof is accepted after expiry of the aforesaid period. Or

**B.** To purchase elsewhere, without notice to the contractor, on his account and at the risk of the contractor, the stores not delivered or stores of similar description (where stores exactly complying with the particulars are not in the opinion of the Medical Superintendent, ESIC Model Hospital, Baddi, H.P., readily procurable

such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery, or

C. To cancel the contract or a portion thereof, and if so decided to purchase or authorize to purchase of stores not so delivered or other of a similar description (where stores exactly complying with the particulars are not, in the opinion of the Medical superintendent readily procurable, such opinion being final) at the risk and cost of the contractor.

**MEDICAL SUPERINTENDENT**



ESIC MODEL HOSPITAL  
Village: Katha, Opposite Gillette Factory,  
BADDI, DISTT: SOLAN

(Himachal Pradesh - 173205)



ANNEXURE II

[ms-baddi@esic.nic.in](mailto:ms-baddi@esic.nic.in)

011 – 23234092/93.Extn.316

011 – 23235779

Tender No. 142/A-27/1/2011.

Dated:

### SPECIAL TERMS AND CONDITIONS FOR STAFF CAR SERVICE

The following special terms and conditions shall apply for Staff Car services on contract basis at ESIC Model Hospital, Baddi, H.P.

1. **The tenderer should have complete Postal Address, telephone /Mobile / Fax / E-mail address, etc. while submitting the completed tender form.**
2. The agency while submitting their tender form shall enclose certified Photostat copies of experience, trade license essential for carrying out the activities under reference, Sales tax / VAT, PAN/TAN and any such other documents specified hereto. Tender form incomplete in any respect and not supported with Earnest Money and the above-mentioned requisite documents, will be summarily rejected by the hospital.
3. The tender application form and related documents along with the Earnest Money is to be submitted in a sealed cover as specified in Annexure-I (General Terms and Conditions) of the tender document and it shall be dropped in the Tender Box kept for the purpose in the Camp Office of MS, Baddi, Room No. 127, CIG Marg, ESI Hqrs.Office, Panchdeep Bhawan, New Delhi - 110002 at the date and time specified in this document
4. The Competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.
5. The tenderer will get the vehicle registered as an registered vehicle by appropriate authority and it should be air-conditioned and vehicle should either Ambassador/Scorpio/Innova or Mahindra Xylo .
6. The vehicle should have proper Registration Certificate, Road tax payment Certificate, Fitness, Insurance (including the Driver).
7. The vehicle offered shouldn't be more than 1(One) years old
8. The vehicle offered should conform to the Emission norms laid down by Pollution Control Board and should possess the certificate "Pollution Under Control" issued from the concerned authority.

9. The vehicle offered for hire should be free from litigation as regards ownership is concerned and should possess not tainted history as rash driving, negligence of traffic rule etc.
10. The vehicle should be serviced regularly and timely at the sole cost of the tenderor/contractor.
11. The vehicle should be kept for 24 hours a day, in our premises and accordingly the tenderor would arrange for replacement of vehicle in case of normal wear and tear/temporary out of service.
12. **The driver engaged should have valid Driving Licence and should be co-operative and amiable in nature.**
13. The driver should not have any past history of criminal records or Alcoholism or Drug Addiction.
14. The tenderer/bidder would manage shifting of drivers in such a manner that the service should not be interrupted.
15. Payment of wages and statutory obligations such as minimum wages etc. are to be observed by the Tenderer. Statutory liability viz. ESI/PF etc would be solely borne by the tenderer/ bidder and no extra payment would be made on these accounts. Any expenditure towards of wear and tear, repairing would be borne by the tenderer/ bidder.
16. The legal liability arising out of Accident, if any, during the period of engagement would be borne by the tenderer/ bidder.
17. Any loss of property caused by the Driver would be recovered from the monthly bill of the tenderer/bidder.
18. In case of non-availability of the vehicle, the ESIC Hospital would arrange other vehicle and the expenditure incurred in this way would be recovered from the monthly bill of the tenderer/ bidder, including initiating proper action.
19. **The tenderer/bidder would provide a mobile phone to its Driver and the number would be intimated to the Medical Superintendent, this is compulsory.**
20. The drivers employed by the bidder should be under insurance cover of Accident policy for loss of life/injury etc. and compensation if any in this regard, if awarded, will be the responsibility of the bidder.
21. The bidder shall maintain a logbook keeping records of the movement and such records will be certified by the Agent of the Medical Superintendent as nominated.

**MEDICAL SUPERINTENDENT**

**Annexure - III**

**TENDER APPLICATION FORM**

1		Name of the firm:-	
2	A	Full Postal Address:-	
	B	Cell Phone No.	
	C	Telephone no. :-	
	D	Fax No.	
3		Date of Establishment of Firm:-	
4	A	If your Firm Registered under:-	
	B	The Indian Factories Act:-	
5		Any other Act, if not, who are the owners (Please give full address):-	
6		Name and Address of your Bankers stating the name in which the Account stands:- Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no.:-	
7		Total number of Employees:-	
8		Are you in the list of approved contractors of any other organizations/ institutions, if any give details:-	
9		Give details of any Government contracts executed during the last twelve months:-	
10		Any other information which you consider necessary to furnish:	

**UNDERTAKING**

- a. I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
- b. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution/ hospital in India.
- c. The Earnest Money of Rs. .... to be deposited by me has been enclosed herewith vide Demand Draft No. .... dated ..... drawn on bank ..... branch .....
- d. I/ We give the rights to Medical Superintendent to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to supply the articles within the appointed firms of desired quality.
- e. There is no vigilance/ CBI case or court case pending against the firm.
- f. I hereby undertake to supply the items as per directions given in the tender document/ supply order within stipulated period.

Date:- Signature of the tenderer:-

Place:-

Full Name:-

Designation:-

(Office seal of the tenderer)

**ANNEXURE - IV**

**PLEASE QUOTE YOUR RATE**

<b>1.</b>	<b>Retention charges of Staff Car including Driver on 8 hours basis upto 2000 kms</b>	<b>Monthly Cost Rs. (in figures)</b>	<b>Monthly Cost(in words)</b>
<b>2.</b>	<b>Fuel Cost after 2000 kms</b>	<b>Rupees per Kilometer</b>	<b>Rs. Per Km.(in words)</b>

**List of documents enclosed:**

- 1.
- 2.
- 3.
- 4.

**Date:**

**Place:**

**Full Name of Tenderer:**

**Signature & Seal of the Tenderer**

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ESIC MODEL HOSPITAL  
Village: Katha, Opposite Gillette Factory,  
BADDI, DISTT: SOLAN(Himachal Pradesh - 173205)



Tender No. 142/A-27/3/2011.

Dated:

**Sub: Invitation to Tender Enquiry for Wellness Van (air-conditioned winger /407 Tata/Tempo traveler) on contract basis.**

(Note: The envelope containing the tender as well as subsequent communications should be addressed and delivered to 'The Medical Superintendent', ESIC Hospital, Baddi, Himachal Pradesh, Camp Office, Room No. 127, ESI Hqrs.Office, Panchdeep Bhawan,CIG Marg, New Delhi - 110002 . All communication must be addressed to the officer named above by title only and not by name.)

The Medical Superintendent invites sealed tender for supply of "Wellness Van" Service on Contract basis-2011" as per specifications and/or quantities detailed in the **Schedule** attached. The "**Tender Documents**" comprising the General Terms and Conditions of Contract (**Annexure I**) and the Special Terms and Conditions of Contract (**Annexure II**) which will govern any contract made, the Tender Application Form (**Annexure III**) and the Schedule of contract/ specifications of items/ Proforma for quoting rates (**Annexure IV**) are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office. Tenderers are requested that, before quoting their rates or sending tender the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error/ oversight of his own. The form is a Standard Form of Tender. Certain clause/ clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause/ clauses, which are not applicable in the instant case. The tender document may be obtained from the office of the **ESIC Hospital, Baddi, Himachal Pradesh, Camp Office, Room No. 127, ESI Hqrs.Office, Panchdeep Bhawan, CIG Marg, New Delhi - 110002** in person by the bonafide applicant or his authorized

representative by applying in their letter head at a cost of Rs. 100/- (Rs. One Hundred Only).

The "tender documents" can also be downloaded from the web site (www.esic.nic.in) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter along with the fee(s) for the "tender documents" @ Rs. 100/- (Rs. One Hundred Only). All the payment shall be made by **Demand Draft; drawn in favour of ESI Fund A/c No. 1, payable at Delhi. Cheques/cash will not be accepted.** The Tender form containing the Terms and Conditions and the Schedule should be returned in original, intact, after filling up the tender form and signing in full, on each page, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by some such words as 'not quoting'. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be fully signed by you. In such cases, reference to the additional pages must be made in the Tender Form. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

Medical Superintendent, ESIC Model Hospital, Baddi, H.P., does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same/ execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part. Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately/ as asked for.

**THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.**

1	Tender document fee by demand draft only	<b>Submitted [Yes/No]</b>
2	Earnest Money Deposit by Demand Draft only	<b>Submitted [Yes/No]</b>
3	Original Tender document must be signed all pages	<b>Submitted [Yes/No]</b>
4	Valid Trade License	<b>Submitted [Yes/No]</b>
5	PAN/TAN other statutory documents	<b>Submitted [Yes/No]</b>
6	Registration Certificate of the vehicle	<b>Submitted [Yes/No]</b>
7	Certificate regarding permanent place of business/activities	<b>Submitted [Yes/No]</b>

Yours faithfully,

**MEDICAL SUPERINTENDENT**

Enclosures:

- Annexure - I (General Tender Terms & Conditions)
- Annexure - II (Special Tender Terms & Conditions)
- Annexure - III (Tender Application Form)
- Annexure - IV (Schedule Of Work/ Proforma for quoting rates/ Specifications for SUPPLY OF STAFF CAR SERVICE ON CONTRACT BASIS.)

Annexure - 1

[ms-baddi@esic.nic.in](mailto:ms-baddi@esic.nic.in)

011 – 23234092/93.Extn.316

011 - 23235779



ESIC MODEL HOSPITAL  
Village: Katha, Opposite Gillette Factory,  
BADDI, DISTT: SOLAN(Himachal Pradesh – 173205)



Tender No. 142/A-27/3/2011.

Dated:

**GENERAL TERMS AND CONDITIONS FOR WELLNESS VAN SERVICE**

<b>Period for supply of Blank Tender Forms and related documents at the Camp Office of MS, Baddi, Room No. 127,CIG Marg, ESI Hqrs.Office, Panchdeep Bhawan, New Delhi - 110002 on all Working Days (Except Saturday, Sundays and Holidays)</b>	<b>02.05.2011( 10 AM) to 18/5/2011(12 Noon)</b>
<b>Last Date &amp; Time of submission of completed Tender form in the prescribed tender box:</b>	<b>18.05.2011 till 01:00 pm</b>
<b>Date &amp; Time of Opening of Tender</b>	<b>18.05.2011 till 02:30 pm</b>
<b>Earnest Money</b>	<b>20,000/- (Rs.Twenty Thousand Only)</b>
<b>Security Deposit Money</b>	<b>40,000/- (Rs.Forty Thousand Only)</b>

**INSTURCTIONS**

**1. PREPARATION OF TENDER:**

a. The Tender form containing the Terms and Conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signing in full on each page with stamp, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by writing '**not quoting**'.

b. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be duly signed and stamped by you. In such cases, reference to the additional pages must be made in the Tender Form.

c. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.

d. The Tenderer shall give full assistance and information as may be required in connection with the contract to the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times.

## **2. SIGNING OF TENDER:**

a. The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.

b. Individuals signing tender or other documents connected with the contract must specify:

i) Whether signing as a 'Sole Proprietor/registered society' of the firm or his Attorney/Trustee?

ii) Whether signing as a 'Registered Active Partner' of the firm or his Attorney?

iii) Whether signing for the firm 'Per Procreation'?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g., Secretary, Manager, and Partner etc. or their attorney/trustee and produce copy of documents, empowering him to do so, if called upon to do so.

**NOTE:** In case of unregistered firms, all the members or all Attorneys duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.

## **3. DELIVERY OF TENDER:**

The original copy of tender (Annexure - I to annexure - IV), duly completed and signed on each page, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed separately and addressed to the Medical Superintendent, ESIMH, Baddi. At the top of the inner and outer cover, the following words should be written in block letters.

**"TENDER ENQUIRY FOR WELLNESS VAN.**

The right to ignore/ reject any tender, which fails to comply with the above instructions, is reserved. All outstation tenders should be sent by Registered Post. Only one tender should be included in one cover.

## **4. LATEST HOUR FOR RECEIPT OF THE TENDER:**

Your tender must reach this office not later than the date and time notified in the Tender Notice stated in the schedule of tender. Any tender received after that shall be rejected. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. offices, the date of opening of the tender(s) will be the next working day.

#### **5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:**

i) All tenders should remain valid for acceptance for a **period of One Year** from the date of opening of the tender or for such period as stated in Special Terms & Conditions.

ii) The contract/ tender, if awarded, shall be valid **for two years from the date of award of Contract** subject to continuous satisfactory performance.

iii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc. will not be considered.

#### **6. OPENING OF TENDER:**

The tender shall be opened on the date and time mentioned here in the document. All tenderers and/or their representatives, if they should desire, may be present at the opening of the tender at the date and time as specified in the schedule.

#### **7. PRICES:**

i) The rates quoted must be in lumpsum item-wise as per the annexed schedule (Annexure-IV) inclusive of all charges. Price must be clearly shown in figures and words in Indian Currency. In case any discrepancy in figures, the amount in words will be taken as final. **Quoting of rates in any other format will not be acceptable.**

#### **8. DELIVERY TERMS**

a) The delivery of the stores/ execution of work/ providing the services etc. are required within a period as specified and at the place mentioned therein.

b) The tenderer shall deliver the stores/ execute the work at the destination/ space defined to the consignee/ authority in good order (of which the Medical Superintendent, ESIC Hospital, Baddi (HP), shall be the sole judge) within the limits of the times as deemed reasonable and specify in such quantities/ qualities as may be ordered by him from time to time.

c) Time for and date of delivery: The essence of contract:- The time for and the date of delivery of the stores/ date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.

The Medical Superintendent may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

#### **9. INSPECTION OF STORES/WORK:**

Supplies shall be accepted/work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Hospital, Baddi, H.P, or his assigned representative. Any defect found in the materials/work done will

render the supplies/work open to rejection and decision of the Medical Superintendent, ESIC Hospital, Baddi, H.P., shall be final and legally binding. The rejected store shall be returned to the suppliers/work may be executed through others, at contractors/tenderer risks and costs.

## 10. OTHER TERMS

A. **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.

B. The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital, Baddi, H.P.( may sustain in consequence or arising out of such replacing of the contract).

C. **Earnest Money:** The tenderer shall have to deposit **Rs 20,000/- (Rs.Twenty thousand only)** as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by **Demand draft drawn in favour of ESI Fund A/c No. 1, payable at Delhi. NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal/revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.

D. **Security Deposit:** On acceptance of the tender, within the period specified by the Medical Superintendent, the contractor shall deposit as security, a sum of **Rs 40,000/- (Rs.Forty thousand only)**. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of **Demand drafts payable in favour of ESI Fund A/c. No. 1.**

a) If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and

upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

**E. Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

**F. Insolvency and breach of contract:** The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm/society be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

iii) If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

**G. Arbitration:** In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is specially provided for\ by these on the special conditions, the same shall be referred to the sole arbitrator as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is a term of this contract:-

1. If the arbitrator be Medical superintendent, ESIC Hospital, Baddi. In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR In the event of his becoming unable to act for any reason, it shall be lawful for Medical Superintendent, ESIC Hospital, Baddi to appoint another person as arbitrator.

2. If the arbitrator be a person appointed by the Medical Superintendent. In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Medical Superintendent either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. It is further a term of this contract that no person other than the Director General, ESI Corporation or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Upon every and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceeding under this clause. Work under the contractor shall, if reasonably possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings:- The venue of arbitration shall be at Baddi. In the clause, the expression 'The Director General', ESIC Scheme means, the Medical Superintendent, ESI Scheme for the time being and in case there be no Medical Superintendent the officer who is for the time being the administrative head of the ESI Corporation, whether in addition or otherwise. For the purpose of the contract including arbitration proceedings there under, the Medical Superintendent, ESIC Model Hospital, Baddi, H.P, shall be entitled to exercise all the rights and powers of the purchaser.

#### **H. Document:**

The tenderer should have a valid **PAN/ TAN/ other statutory document as applicable** and produce attested copies of such certificates along with the tender papers, **failing which the tender shall liable to be rejected.**

#### **I. Statutory requirements:**

In case the agency appoints manpower/ labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act 1948, where applicable; EPF Act, 1952, where applicable; etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency. In that case the successful agency will have to obtain a license from the licensing officer after collecting the requisite certificate in Form V from the hospital authority.

**J.** The successful agency will have to maintain various registers and records, display notices, abstracts of the rules, etc. and issue employment card to the engaged labours. The list of workers employed by the contractor shall be communicated to the authority from time to time.

**K.** The successful bidder/tenderer shall obtain a valid license under the Contract Labour (R & A) Act, 1970 & Rules framed there under and shall continue to hold it till completion of the contract.

**L. Right to accept/ reject:**

The hospital authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to **award** any or part or full contract to any successful agency at its discretion and this will be binding on the tenderer.

**M. Experience Certificate:**

The bidder must not have less than 2 (two) years experience of similar services in an organization in this trade and documentary evidence to be submitted in support thereof with the tender.

**N. Assistance to contractor:**

The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

**O.** The tenderer should have complete Postal Address, Telephone/ Mobile/ Fax/ E-mail address, etc. should be provided, while submitting the completed tender form.

**P.** The persons so deployed shall not have any claim for permanent absorption in the hospital and such claim if raised shall be violation of the terms and conditions of the agreement of the hospital authority shall have the right to cancel the agreement to terminate such deployment termination.

**Q.** The contractor will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining as harmonious atmosphere as expected in the hospital and will be responsible for any act & omission of such persons.

**R.** In the event of any violation of laws, rules, statutory provisions by the contractor, this will amount to breach of contract and in such case, the hospital will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.

**S. Validity of Contract:**

The Contract, if awarded, shall be **for two years from the date of award** subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the hospital will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and

initiating administrative actions for black listing, etc. solely at the discretion of the hospital authority.

**T.** List of personnel deployed to be intimated to the authority from time to time. The personnel employed by the tenderer should have proper uniform for identification.

**U.** The contractor shall be required to submit his bill in triplicate month-wise by 7th of the subsequent month for further action and payment shall be released as per the terms & conditions, less deduction at source of Income tax at prevailing rates. The bills shall have to be submitted with the certificate of completion of job issued by the Medical Superintendent.

**V.** The successful agency shall have to enter into an agreement with the hospital and the cost incurred in this connection, shall be borne by the contractor.

**W.** The rates once accepted by the hospital shall remain unaltered throughout the period of contract, including any extended period.

**X.** The hospital authority reserves the right to award any part or full contract to any successful agency (ies) at its discretion and this will be binding on the tenderer.

**Y.** In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the hospital authority reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.

**Z.** Medical Superintendent, ESIC Model Hospital, Baddi, H.P., does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and tenderer shall supply the same/ execute the work at the rate quoted by the contractor. The tenderer/contractor is at liberty to tender for the whole or any part.

**AA.** Acceptance by the purchaser shall be communicated in due course. Tenderer are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

**BB.** The tenderer will quote the rates in respect of jobs/ services described above in various paras and shall fill **Annexure - IV** appended herewith along with the Tender Application form.

**CC. Failure and Termination:** If the contractor fails to deliver the stores or any installments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Medical Superintendent may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.

**A.** To recovery from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2 % of the price of any stores which the

contractor has failed to deliver within the period fixed for delivery arrears, where delivery thereof is accepted after expiry of the aforesaid period. Or

**B.** To purchase elsewhere, without notice to the contractor, on his account and at the risk of the contractor, the stores not delivered or stores of similar description (where stores exactly complying with the particulars are not in the opinion of the Medical Superintendent, ESIC Model Hospital, Baddi, H.P., readily procurable such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery, or

**C.** To cancel the contract or a portion thereof, and if so decided to purchase or authorize to purchase of stores not so delivered or other of a similar description (where stores exactly complying with the particulars are not, in the opinion of the Medical superintendent readily procurable, such opinion being final) at the risk and cost of the contractor.

**MEDICAL SUPERINTENDENT**

ANNEXURE II

[ms-baddi@esic.nic.in](mailto:ms-baddi@esic.nic.in)

011 – 23234092/93.Extn.316

011 – 23235779



ESIC MODEL HOSPITAL  
Village: Katha, Opposite Gillette Factory,  
BADDI, DISTT: SOLAN

(Himachal Pradesh – 173205)



Tender No. 142/A-27/3/2011.

Dated:

**SPECIAL TERMS AND CONDITIONS FOR WELLNESS VAN SERVICE**

The following special terms and conditions shall apply for Staff Car services on contract basis at ESIC Model Hospital, Baddi, H.P.

1. **The tenderer should have complete Postal Address, telephone /Mobile / Fax / E-mail address, etc. while submitting the completed tender form.**
2. The agency while submitting their tender form shall enclose certified Photostat copies of experience, trade license essential for carrying out the activities under reference, Sales tax / VAT, PAN/TAN and any such other documents specified hereto. Tender form incomplete in any respect and not supported with Earnest Money and the above-mentioned requisite documents, will be summarily rejected by the hospital.
3. The tender application form and related documents along with the Earnest Money is to be submitted in a sealed cover as specified in Annexure-I (General Terms and Conditions) of the tender document and it shall be dropped in the Tender Box kept for the purpose in the Camp Office of MS, Baddi, Room No. 127, CIG Marg, ESI Hqrs.Office, Panchdeep Bhawan, New Delhi - 110002 at the date and time specified in this document
4. The Competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.
5. The Vehicle should have a seating capacity of 7 (seven) passenger besides the seat for an attendant. It should be fitted with a patient examination couch alongwith mattresses and have an under couch refrigerator of 100 Lt. capacity. It should have enough space available for keeping the posters/charts for information, education and

counseling purpose. It should also be fitted with rack for microscope and other small Laboratory equipments.

6. The vehicle should have proper Registration Certificate, Road tax payment Certificate, Fitness, Insurance (including the Driver).

7. The vehicle offered shouldn't be more than 1(One) years old

8. The vehicle offered should conform to the Emission norms laid down by Pollution Control Board and should possess the certificate "Pollution Under Control" issued from the concerned authority.

9. The vehicle offered for hire should be free from litigation as regards ownership is concerned and should possess not tainted history as rash driving, negligence of traffic etc.

10. The vehicle should be serviced regularly and timely at the sole cost of the tenderor/contractor.

11. The vehicle should be kept for 8Am to 8 Pm hours a day, in our premises and accordingly the tenderor would arrange for replacement of vehicle in case of normal wear and tear/temporary out of service.

12. **The driver engaged should have valid Driving License and should be co-operative and amiable in nature.**

13. The driver should not have any past history of criminal records or Alcoholism or Drug Addiction.

14. The tenderer/bidder would manage shifting of drivers in such a manner that the service should not be interrupted.

15. Payment of wages and statutory obligations such as minimum wages etc. are to be observed by the Tenderer. Statutory liability viz. ESI/PF etc would be solely borne by the tenderer/ bidder and no extra payment would be made on these accounts. Any expenditure towards of wear and tear, repairing would be borne by the tenderer/ bidder.

16. The legal liability arising out of Accident, if any, during the period of engagement would be borne by the tenderer/ bidder.

17. Any loss of property caused by the Driver would be recovered from the monthly bill of the tenderer/bidder.

18. In case of non-availability of the vehicle, the ESIC Hospital would arrange other vehicle and the expenditure incurred in this way would be recovered from the monthly bill of the tenderer/ bidder, including initiating proper action.

19. **The tenderer/bidder would provide a mobile phone to its Driver and the number would be intimated to the Medical Superintendent, this is compulsory.**

20. The drivers employed by the bidder should be under insurance cover of Accident policy for loss of life/injury etc. and compensation if any in this regard, if awarded, will be the responsibility of the bidder.

21. The bidder shall maintain a logbook keeping records of the movement and such records will be certified by the Agent of the Medical Superintendent as nominated.

## MEDICAL SUPERINTENDENT

### Annexure - III

#### TENDER APPLICATION FORM

1		Name of the firm:-	
2	A	Full Postal Address:-	
	B	Cell Phone No.	
	C	Telephone no. :-	
	D	Fax No.	
3		Date of Establishment of Firm:-	
4	A	If your Firm Registered under:-	
	B	The Indian Factories Act:-	
5		Any other Act, if not, who are the owners (Please give full address):-	
6		Name and Address of your Bankers stating the name in which the Account stands:- Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no.:-	
7		Total number of Employees:-	
8		Are you in the list of approved contractors of any other organizations/ institutions, if any give details:-	
9		Give details of any Government contracts executed during the last twelve months:-	
10		Any other information which you consider necessary to furnish:	

#### UNDERTAKING

- I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
- The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution/ hospital in India.
- The Earnest Money of Rs. .... to be deposited by me has been enclosed herewith vide Demand Draft No. .... dated ..... drawn on bank ..... branch .....
- I/ We give the rights to Medical Superintendent to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to supply the articles within the appointed firms of desired quality.

e. There is no vigilance/ CBI case or court case pending against the firm.

f. I hereby undertake to supply the items as per directions given in the tender document/ supply order within stipulated period.

Date:- Signature of the tenderer:-

Place:-

Full Name:-

Designation:-

(Office seal of the tenderer)

**ANNEXURE - IV**

**PLEASE QUOTE YOUR RATE**

<b>1.</b>	<b>Retention charges of <u>WELLNESS VAN SERVICE</u> including Driver on 8AM to 8 PM hours basis upto 2500 kms</b>	<b>Monthly Cost Rs. (in figures)</b>	<b>Monthly Cost(in words)</b>
<b>2.</b>	<b>Fuel Cost after 2500 kms</b>	<b>Rupees per Kilometer</b>	<b>Rs. Per Km.(in words)</b>

**List of documents enclosed:**

1.

2.

3.

4.

**Date:**

**Place:**

**Full Name of Tenderer:**

**Signature & Seal of the Tenderer**

[ms-baddi@esic.nic.in](mailto:ms-baddi@esic.nic.in)

011 – 23234092/93.Extn.316

011 – 23235779 (2)

ESIC MODEL HOSPITAL

Village: Katha, Opposite Gillette Factory,

BADDI, DISTT: SOLAN(Himachal Pradesh - 173205)



Tender No. 142/A-27/2/2011.

Dated:

**Sub: Invitation to Tender Enquiry for Shuttle Service Vehicle(16 - 18 seater)  
Services on contract basis.**

(Note: The envelope containing the tender as well as subsequent communications should be addressed and delivered to 'The Medical Superintendent', ESIC Hospital, Baddi, Himachal Pradesh, Camp Office, Room No. 127, ESI Hqrs.Office, Panchdeep Bhawan,CIG Marg, New Delhi - 110002 . All communication must be addressed to the officer named above by title only and not by name.)

The Medical Superintendent invites sealed tender for supply of “**Shuttle Service Vehicle** on Contract basis-2011” as per specifications and/or quantities detailed in the **Schedule** attached. The “**Tender Documents**” comprising the General Terms and Conditions of Contract (**Annexure I**) and the Special Terms and Conditions of Contract (**Annexure II**) which will govern any contract made, the Tender Application Form (**Annexure III**) and the Schedule of contract/ specifications of items/ Proforma for quoting rates (**Annexure IV**) are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office. Tenderors are requested that, before quoting their rates or sending tender the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error/ oversight of his own. The form is a Standard Form of Tender. Certain clause/ clauses may not be applicable in some cases. So, Tenderors are requested to ignore such clause/ clauses, which are not applicable in the instant case. The tender document may be obtained from the office of the **ESIC Hospital, Baddi, Himachal Pradesh,**

**Camp Office, Room No. 127, ESI Hqrs.Office, Panchdeep Bhawan, CIG Marg, New Delhi - 110002** in person by the bonafide applicant or his authorized representative by applying in their letter head at a cost of Rs. 100/- (Rs. One Hundred Only).

The “tender documents” can also be downloaded from the web site (www.esic.nic.in) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter along with the fee(s) for the “tender documents” @ Rs. 100/- (Rs. One Hundred Only). All the payment shall be made by **Demand Draft; drawn in favour of ESI Fund A/c No. 1, payable at Delhi. Cheques/cash will not be accepted.** The Tender form containing the Terms and Conditions and the Schedule should be returned in original, intact, after filling up the tender form and signing in full, on each page, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by some such words as ‘not quoting’. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be fully signed by you. In such cases, reference to the additional pages must be made in the Tender Form. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

Medical Superintendent, ESIC Model Hospital, Baddi, H.P., does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same/ execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part. Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately/ as asked for.

**THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.**

1	Tender document fee by demand draft only	<b>Submitted [Yes/No]</b>
2	Earnest Money Deposit by Demand Draft only	<b>Submitted [Yes/No]</b>
3	Original Tender document must be signed all pages	<b>Submitted [Yes/No]</b>
4	Valid Trade License	<b>Submitted [Yes/No]</b>
5	PAN/TAN other statutory documents	<b>Submitted [Yes/No]</b>
6	Registration Certificate of the vehicle	<b>Submitted [Yes/No]</b>
7	Certificate regarding permanent place of business/activities	<b>Submitted [Yes/No]</b>

Yours faithfully,

## MEDICAL SUPERINTENDENT

Enclosures:

- Annexure - I (General Tender Terms & Conditions)
- Annexure - II (Special Tender Terms & Conditions)
- Annexure - III (Tender Application Form)
- Annexure - IV (Schedule Of Work/ Proforma for quoting rates/ Specifications for SUPPLY OF PICK-UP VAN SERVICE ON CONTRACT BASIS.)

Annexure - 1

[ms-baddi@esic.nic.in](mailto:ms-baddi@esic.nic.in)

011 – 23234092/93.Extn.316

011 - 23235779



ESIC MODEL HOSPITAL  
Village: Katha, Opposite Gillette Factory,  
BADDI, DISTT: SOLAN(Himachal Pradesh – 173205)



Tender No. 142/A-27/2/2011.

Dated:

### GENERAL TERMS AND CONDITIONS FOR SHUTTLE SERVICE VEHICLE

<b>Period for supply of Blank Tender Forms and related documents at the Camp Office of MS, Baddi, Room No. 127,CIG Marg, ESI Hqrs.Office, Panchdeep Bhawan, New Delhi - 110002 on all Working Days (Except Saturday, Sundays and Holidays)</b>	<b>02.05.2011( 10 AM) to 18/5/2011(12 Noon)</b>
<b>Last Date &amp; Time of submission of completed Tender form in the prescribed tender box:</b>	<b>18.05.2011 till 01:00 pm</b>
<b>Date &amp; Time of Opening of Tender</b>	<b>18.05.2011 till 02:30 pm</b>
<b>Earnest Money</b>	<b>20,000/- (Rs.Twenty thousand Thousand Only)</b>
<b>Security Deposit Money</b>	<b>70,000/- (Rs.Seventy Thousand Only)</b>

### INSTRUCTIONS

#### 1. PREPARATION OF TENDER:

a. The Tender form containing the Terms and Conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signing in full on each page with stamp, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the

schedule is not being tendered for, the corresponding space against the item should be defaced by writing 'not quoting'.

b. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be duly signed and stamped by you. In such cases, reference to the additional pages must be made in the Tender Form.

c. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.

d. The Tenderer shall give full assistance and information as may be required in connection with the contract to the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times.

## **2. SIGNING OF TENDER:**

a. The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.

b. Individuals signing tender or other documents connected with the contract must specify:

i) Whether signing as a 'Sole Proprietor/registered society' of the firm or his Attorney/Trustee?

ii) Whether signing as a 'Registered Active Partner' of the firm or his Attorney?

iii) Whether signing for the firm 'Per Procreation'?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g., Secretary, Manager, and Partner etc. or their attorney/trustee and produce copy of documents, empowering him to do so, if called upon to do so.

**NOTE:** In case of unregistered firms, all the members or all Attorneys duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.

## **3. DELIVERY OF TENDER:**

The original copy of tender (Annexure - I to annexure - IV), duly completed and signed on each page, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed separately and addressed to the Medical Superintendent, ESIMH, Baddi. At the top of the inner and outer cover, the following words should be written in block letters.

**"TENDER ENQUIRY FOR SHUTTLE SERVICE VEHICLE**

The right to ignore/ reject any tender, which fails to comply with the above instructions, is reserved. All outstation tenders should be sent by Registered Post. Only one tender should be included in one cover.

#### **4. LATEST HOUR FOR RECEIPT OF THE TENDER:**

Your tender must reach this office not later than the date and time notified in the Tender Notice stated in the schedule of tender. Any tender received after that shall be rejected. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. offices, the date of opening of the tender(s) will be the next working day.

#### **5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:**

i) All tenders should remain valid for acceptance for a **period of One Year** from the date of opening of the tender or for such period as stated in Special Terms & Conditions.

ii) The contract/ tender, if awarded, shall be valid **for two years from the date of award of Contract** subject to continuous satisfactory performance.

iii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc. will not be considered.

#### **6. OPENING OF TENDER:**

The tender shall be opened on the date and time mentioned here in the document. All tenderers and/or their representatives, if they should desire, may be present at the opening of the tender at the date and time as specified in the schedule.

#### **7. PRICES:**

i) The rates quoted must be in lumpsum item-wise as per the annexed schedule (Annexure-IV) inclusive of all charges. Price must be clearly shown in figures and words in Indian Currency. In case any discrepancy in figures, the amount in words will be taken as final. **Quoting of rates in any other format will not be acceptable.**

#### **8. DELIVERY TERMS**

a) The delivery of the stores/ execution of work/ providing the services etc. are required within a period as specified and at the place mentioned therein.

b) The tenderer shall deliver the stores/ execute the work at the destination/ space defined to the consignee/ authority in good order (of which the Medical Superintendent, ESIC Hospital, Baddi (HP), shall be the sole judge) within the limits of the times as deemed reasonable and specify in such quantities/ qualities as may be ordered by him from time to time.

c) Time for and date of delivery: The essence of contract:- The time for and the date of delivery of the stores/ date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.

The Medical Superintendent may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

#### **9. INSPECTION OF STORES/WORK:**

Supplies shall be accepted/work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Hospital, Baddi, H.P, or his assigned representative. Any defect found in the materials/work done will render the supplies/work open to rejection and decision of the Medical Superintendent, ESIC Hospital, Baddi, H.P., shall be final and legally binding. The rejected store shall be returned to the suppliers/work may be executed through others, at contractors/tenderer risks and costs.

## 10. OTHER TERMS

A. **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.

B. The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital, Baddi, H.P.( may sustain in consequence or arising out of such replacing of the contract).

C. **Earnest Money:** The tenderer shall have to deposit **Rs 20000/- (Rs.Twenty thousand only)** as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by **Demand draft drawn in favour of ESI Fund A/c No. 1, payable at Delhi. NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal/revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.

D. **Security Deposit:** On acceptance of the tender, within the period specified by the Medical Superintendent, the contractor shall deposit as security, a sum of **Rs 70,000/- (Rs.Seventy thousand only)**. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of **Demand drafts payable in favour of ESI Fund A/c. No. 1.**

a) If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on

presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

**E. Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

**F. Insolvency and breach of contract:** The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm/society be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

iii) If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

**G. Arbitration:** In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is specially provided for\by these on the special conditions, the same shall be referred to the sole arbitrator as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is a term of this contract:-

1. If the arbitrator be Medical superintendent, ESIC Hospital, Baddi. In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR In the event of his becoming unable to act for any reason, it shall be lawful for Medical Superintendent, ESIC Hospital, Baddi to appoint another person as arbitrator.

2. If the arbitrator be a person appointed by the Medical Superintendent. In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Medical Superintendent either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. It is further a term of this contract that no person other than the Director General, ESI Corporation or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Upon every and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceeding under this clause. Work under the contractor shall, if reasonably possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings:- The venue of arbitration shall be at Baddi. In the clause, the expression 'The Director General', ESIC Scheme means, the Medical Superintendent, ESI Scheme for the time being and in case there be no Medical Superintendent the officer who is for the time being the administrative head of the ESI Corporation, whether in addition or otherwise. For the purpose of the contract including arbitration proceedings there under, the Medical Superintendent, ESIC Model Hospital, Baddi, H.P, shall be entitled to exercise all the rights and powers of the purchaser.

#### **H. Document:**

The tenderer should have a valid **PAN/ TAN/ other statutory document as applicable** and produce attested copies of such certificates along with the tender papers, **failing which the tender shall liable to be rejected.**

#### **I. Statutory requirements:**

In case the agency appoints manpower/ labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act 1948, where applicable; EPF Act, 1952, where applicable; etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency. In that case the successful agency will have to obtain a license from the licensing officer after collecting the requisite certificate in Form V from the hospital authority.

**J.** The successful agency will have to maintain various registers and records, display notices, abstracts of the rules, etc. and issue employment card to the engaged labours. The list of workers employed by the contractor shall be communicated to the authority from time to time.

**K.** The successful bidder/tenderer shall obtain a valid license under the Contract Labour (R & A) Act, 1970 & Rules framed there under and shall continue to hold it till completion of the contract.

**L. Right to accept/ reject:**

The hospital authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to **award** any or part or full contract to any successful agency at its discretion and this will be binding on the tenderor.

**M. Experience Certificate:**

The bidder must not have less than 2 (two) years experience of similar services in an organization in this trade and documentary evidence to be submitted in support thereof with the tender.

**N. Assistance to contractor:**

The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

**O.** The tenderer should have complete Postal Address, Telephone/ Mobile/ Fax/ E-mail address, etc. should be provided, while submitting the completed tender form.

**P.** The persons so deployed shall not have any claim for permanent absorption in the hospital and such claim if raised shall be violation of the terms and conditions of the agreement of the hospital authority shall have the right to cancel the agreement to terminate such deployment termination.

**Q.** The contractor will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining as harmonious atmosphere as expected in the hospital and will be responsible for any act & omission of such persons.

**R.** In the event of any violation of laws, rules, statutory provisions by the contractor, this will amount to breach of contract and in such case, the hospital will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.

**S. Validity of Contract:**

The Contract, if awarded, shall be **for two years from the date of award** subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the hospital will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and

initiating administrative actions for black listing, etc. solely at the discretion of the hospital authority.

**T.** List of personnel deployed to be intimated to the authority from time to time. The personnel employed by the tenderer should have proper uniform for identification.

**U.** The contractor shall be required to submit his bill in triplicate month-wise by 7th of the subsequent month for further action and payment shall be released as per the terms & conditions, less deduction at source of Income tax at prevailing rates. The bills shall have to be submitted with the certificate of completion of job issued by the Medical Superintendent.

**V.** The successful agency shall have to enter into an agreement with the hospital and the cost incurred in this connection, shall be borne by the contractor.

**W.** The rates once accepted by the hospital shall remain unaltered throughout the period of contract, including any extended period.

**X.** The hospital authority reserves the right to award any part or full contract to any successful agency (ies) at its discretion and this will be binding on the tenderer.

**Y.** In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the hospital authority reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.

**Z.** Medical Superintendent, ESIC Model Hospital, Baddi, H.P., does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and tenderer shall supply the same/ execute the work at the rate quoted by the contractor. The tenderer/contractor is at liberty to tender for the whole or any part.

**AA.** Acceptance by the purchaser shall be communicated in due course. Tenderer are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

**BB.** The tenderer will quote the rates in respect of jobs/ services described above in various paras and shall fill **Annexure - IV** appended herewith along with the Tender Application form.

**CC. Failure and Termination:** If the contractor fails to deliver the stores or any installments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Medical Superintendent may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.

**A.** To recovery from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2 % of the price of any stores which the

contractor has failed to deliver within the period fixed for delivery arrears, where delivery thereof is accepted after expiry of the aforesaid period. Or

**B.** To purchase elsewhere, without notice to the contractor, on his account and at the risk of the contractor, the stores not delivered or stores of similar description (where stores exactly complying with the particulars are not in the opinion of the Medical Superintendent, ESIC Model Hospital, Baddi, H.P., readily procurable such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery, or

**C.** To cancel the contract or a portion thereof, and if so decided to purchase or authorize to purchase of stores not so delivered or other of a similar description (where stores exactly complying with the particulars are not, in the opinion of the Medical superintendent readily procurable, such opinion being final) at the risk and cost of the contractor.

**MEDICAL SUPERINTENDENT**

ANNEXURE II

[ms-baddi@esic.nic.in](mailto:ms-baddi@esic.nic.in)

011 – 23234092/93.Extn.316

011 – 23235779



ESIC MODEL HOSPITAL  
Village: Katha, Opposite Gillette Factory,  
BADDI, DISTT: SOLAN

(Himachal Pradesh – 173205)



Tender No. 142/A-27/2/2011.

Dated:

SPECIAL TERMS AND CONDITIONS FOR SHUTTLE SERVICE VEHICLE

The following special terms and conditions shall apply for **SHUTTLE SERVICE VEHICLE** on contract basis at ESIC Model Hospital, Baddi, H.P.

1. **The tenderer should have complete Postal Address, telephone /Mobile / Fax / E-mail address, etc. while submitting the completed tender form.**
2. The agency while submitting their tender form shall enclose certified Photostat copies of experience, trade license essential for carrying out the activities under reference, Sales tax / VAT, PAN/TAN and any such other documents specified hereto. Tender form incomplete in any respect and not supported with Earnest Money and the above-mentioned requisite documents, will be summarily rejected by the hospital.
3. The tender application form and related documents along with the Earnest Money is to be submitted in a sealed cover as specified in Annexure-I (General Terms and Conditions) of the tender document and it shall be dropped in the Tender Box kept for the purpose in the Camp Office of MS, Baddi, Room No. 127, CIG Marg, ESI Hqrs.Office, Panchdeep Bhawan, New Delhi - 110002 at the date and time specified in this document
4. The Competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.
5. The tenderer will get the vehicle registered as an registered vehicle by appropriate authority.

6. The vehicle should have proper Registration Certificate, Road tax payment Certificate, Fitness, Insurance (including the Driver).
7. The vehicle offered shouldn't be more than 1(One) years old
8. The vehicle offered should conform to the Emission norms laid down by Pollution Control Board and should possess the certificate "Pollution Under Control" issued from the concerned authority.
9. The vehicle offered for hire should be free from litigation as regards ownership is concerned and should possess not tainted history as rash driving, negligence of traffic rule etc.
10. The vehicle should be serviced regularly and timely at the sole cost of the tenderor/contractor.
11. The tenderor would arrange for replacement of vehicle in case of normal wear and tear/temporary out of service.
12. **The driver engaged should have valid Driving License and should be co-operative and amiable in nature.**
13. The driver should not have any past history of criminal records or Alcoholism or Drug Addiction.
14. The tenderer/bidder would manage shifting of drivers in such a manner that the service should not be interrupted.
15. Payment of wages and statutory obligations such as minimum wages etc. are to be observed by the Tenderer. Statutory liability viz. ESI/PF etc would be solely borne by the tenderer/ bidder and no extra payment would be made on these accounts. Any expenditure towards of wear and tear, repairing would be borne by the tenderer/ bidder.
16. The legal liability arising out of Accident, if any, during the period of engagement would be borne by the tenderer/ bidder.
17. Any loss of property caused by the Driver would be recovered from the monthly bill of the tenderer/bidder.
18. In case of non-availability of the vehicle, the ESIC Hospital would arrange other vehicle and the expenditure incurred in this way would be recovered from the monthly bill of the tenderer/ bidder, including initiating proper action.
19. **The tenderer/bidder would provide a mobile phone to its Driver and the number would be intimated to the Medical Superintendent, this is compulsory.**
20. The drivers employed by the bidder should be under insurance cover of Accident policy for loss of life/injury etc. and compensation if any in this regard, if awarded, will be the responsibility of the bidder.
21. The bidder shall maintain a logbook keeping records of the movement and such records will be certified by the Agent of the Medical Superintendent as nominated.

**MEDICAL SUPERINTENDENT**

**Annexure - III**

**TENDER APPLICATION FORM**

1		Name of the firm:-	
2	A	Full Postal Address:-	
	B	Cell Phone No.	
	C	Telephone no. :-	
	D	Fax No.	
3		Date of Establishment of Firm:-	
4	A	If your Firm Registered under:-	
	B	The Indian Factories Act:-	
5		Any other Act, if not, who are the owners (Please give full address):-	
6		Name and Address of your Bankers stating the name in which the Account stands:- Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no.:-	
7		Total number of Employees:-	
8		Are you in the list of approved contractors of any other organizations/ institutions, if any give details:-	
9		Give details of any Government contracts executed during the last twelve months:-	
10		Any other information which you consider necessary to furnish:	

**UNDERTAKING**

- a. I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
- b. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution/ hospital in India.
- c. The Earnest Money of Rs. .... to be deposited by me has been enclosed herewith vide Demand Draft No. .... dated ..... drawn on bank ..... branch .....
- d. I/ We give the rights to Medical Superintendent to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to supply the articles within the appointed firms of desired quality.
- e. There is no vigilance/ CBI case or court case pending against the firm.
- f. I hereby undertake to supply the items as per directions given in the tender document/ supply order within stipulated period.

Date:- Signature of the tenderer:-

Place:-

Full Name:-

Designation:-

(Office seal of the tenderer)

#### ANNEXURE - IV

#### PLEASE QUOTE YOUR RATE

1.	Shuttle Service Vehicle including Driver for minimum 200 Kms daily (all seven days in a week/365 days in a year from 8 AM to 8PM daily) from Parwanoo,Nalagarh, Barotiwala,Baddi to ESIC Model Hospital, Baddi and back on multiple round trips daily.	Monthly Cost Rs.	In words
2.	Charges Beyond 6000 KM	Rupees per Kilometer	In words

List of documents enclosed:

1.

2.

3.

4.

Date:

Place:

Full Name of Tenderer:

Signature & Seal of the Tenderer



[ms-baddi@esic.nic.in](mailto:ms-baddi@esic.nic.in)

011 – 23234092/93.Extn.316

011 - 23235779



ESIC MODEL HOSPITAL  
Village: Katha, Opposite Gillette Factory,  
BADDI, DISTT: SOLAN(Himachal Pradesh - 173205)



Tender No. 142/A-27/4/2011.

Dated:

**Sub: Invitation to Tender Enquiry for Ambulance Service on contract basis.**

(Note: The envelope containing the tender as well as subsequent communications should be addressed and delivered to 'The Medical Superintendent', ESIC Hospital, Baddi, Himachal Pradesh, Camp Office, Room No. 127, ESI Hqrs.Office, Panchdeep Bhawan,CIG Marg, New Delhi - 110002 . All communication must be addressed to the officer named above by title only and not by name.)

The Medical Superintendent invites sealed tender for supply of "Staff Car Service on Contract basis-2011" as per specifications and/or quantities detailed in the **Schedule** attached. The "**Tender Documents**" comprising the General Terms and Conditions of Contract (**Annexure I**) and the Special Terms and Conditions of Contract (**Annexure II**) which will govern any contract made, the Tender Application Form (**Annexure III**) and the Schedule of contract/specifications of items/ Proforma for quoting rates (**Annexure IV**) are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office. Tenderors are requested that, before quoting their rates or sending tender the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error/ oversight of his own. The form is a Standard Form of Tender. Certain clause/ clauses may not be applicable in some cases. So, Tenderors are requested to ignore such clause/ clauses, which are not applicable in the instant case. The tender document may be obtained from the office of the **ESIC Hospital, Baddi, Himachal Pradesh, Camp Office, Room No. 127, ESI Hqrs.Office, Panchdeep Bhawan, CIG Marg, New Delhi - 110002** in person by the bonafide applicant or his authorized representative by applying in their letter head at a cost of Rs. 100/-(Rs.One Hundred Only).

The "tender documents" can also be downloaded from the web site ([www.esic.nic.in](http://www.esic.nic.in)) and in such case the same may be signed and submitted as per

the procedures mentioned hereinafter along with the fee(s) for the “tender documents” @ Rs. 100/- (Rs. One Hundred Only). All the payment shall be made by **Demand Draft; drawn in favour of ESI Fund A/c No. 1, payable at Delhi. Cheques/cash will not be accepted.** The Tender form containing the Terms and Conditions and the Schedule should be returned in original, intact, after filling up the tender form and signing in full, on each page, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by some such words as ‘not quoting’. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be fully signed by you. In such cases, reference to the additional pages must be made in the Tender Form. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

Medical Superintendent, ESIC Model Hospital, Baddi, H.P., does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same/ execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part. Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately/ as asked for.

**THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.**

1	Tender document fee by demand draft only	<b>Submitted [Yes/No]</b>
2	Earnest Money Deposit by Demand Draft only	<b>Submitted [Yes/No]</b>
3	Original Tender document must be signed all pages	<b>Submitted [Yes/No]</b>
4	Valid Trade License	<b>Submitted [Yes/No]</b>
5	PAN/TAN other statutory documents	<b>Submitted [Yes/No]</b>
6	Registration Certificate of the vehicle	<b>Submitted [Yes/No]</b>
7	Certificate regarding permanent place of business/activities	<b>Submitted [Yes/No]</b>

Yours faithfully,

**MEDICAL SUPERINTENDENT**

Enclosures:

- Annexure - I (General Tender Terms & Conditions)
- Annexure - II (Special Tender Terms & Conditions)
- Annexure - III (Tender Application Form)

- Annexure - IV (Schedule Of Work/ Proforma for quoting rates/ Specifications for SUPPLY OF AMBULANCE ON CONTRACT BASIS.)

Annexure - 1

[ms-baddi@esic.nic.in](mailto:ms-baddi@esic.nic.in)

011 – 23234092/93.Extn.316

011 - 23235779



ESIC MODEL HOSPITAL  
Village: Katha, Opposite Gillette Factory,  
BADDI, DISTT: SOLAN(Himachal Pradesh – 173205)



Tender No. 142/A-27/4/2011.

Dated:

**GENERAL TERMS AND CONDITIONS FOR AMBULANCE SERVICE**

<b>Period for supply of Blank Tender Forms and related documents at the Camp Office of MS, Baddi, Room No. 127,CIG Marg, ESI Hqrs.Office, Panchdeep Bhawan, New Delhi - 110002 on all Working Days (Except Saturday, Sundays and Holidays)</b>	<b>02.05.2011( 10 AM) to 18/5/2011(12 Noon)</b>
<b>Last Date &amp; Time of submission of completed Tender form in the prescribed tender box:</b>	<b>18.05.2011 till 01:00 pm</b>
<b>Date &amp; Time of Opening of Tender</b>	<b>18.05.2011 till 02:30 pm</b>
<b>Earnest Money</b>	<b>20,000/- (Rs.Twenty Thousand Only)</b>
<b>Security Deposit Money</b>	<b>40,000/- (Rs.Forty Thousand Only)</b>

**INSTURCTIONS**

**1. PREPARATION OF TENDER:**

a. The Tender form containing the Terms and Conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signing in full on each page with stamp, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by writing '**not quoting**'.

b. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page

must be numbered consecutively, bear the Tender Number and be duly signed and stamped by you. In such cases, reference to the additional pages must be made in the Tender Form.

c. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.

d. The Tenderer shall give full assistance and information as may be required in connection with the contract to the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times.

## **2. SIGNING OF TENDER:**

a. The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.

b. Individuals signing tender or other documents connected with the contract must specify:

i) Whether signing as a 'Sole Proprietor/registered society' of the firm or his Attorney/Trustee?

ii) Whether signing as a 'Registered Active Partner' of the firm or his Attorney?

iii) Whether signing for the firm 'Per Procreation'?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g., Secretary, Manager, and Partner etc. or their attorney/trustee and produce copy of documents, empowering him to do so, if called upon to do so.

**NOTE:** In case of unregistered firms, all the members or all Attorneys duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.

## **3. DELIVERY OF TENDER:**

The original copy of tender (Annexure - I to annexure - IV), duly completed and signed on each page, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed separately and addressed to the Medical Superintendent, ESIMH, Baddi. At the top of the inner and outer cover, the following words should be written in block letters.

**"TENDER ENQUIRY FOR AMBULANCE SERVICE.**

The right to ignore/ reject any tender, which fails to comply with the above instructions, is reserved. All outstation tenders should be sent by Registered Post. Only one tender should be included in one cover.

## **4. LATEST HOUR FOR RECEIPT OF THE TENDER:**

Your tender must reach this office not later than the date and time notified in the Tender Notice stated in the schedule of tender. Any tender received after that shall be rejected. In the event of the stipulated date of opening of the tender

being declared a closed holiday for Govt. offices, the date of opening of the tender(s) will be the next working day.

#### **5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:**

i) All tenders should remain valid for acceptance for a **period of One Year** from the date of opening of the tender or for such period as stated in Special Terms & Conditions.

ii) The contract/ tender, if awarded, shall be valid **for two years from the date of award of Contract** subject to continuous satisfactory performance.

iii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc. will not be considered.

#### **6. OPENING OF TENDER:**

The tender shall be opened on the date and time mentioned here in the document. All tenderers and/or their representatives, if they should desire, may be present at the opening of the tender at the date and time as specified in the schedule.

#### **7. PRICES:**

I) The rates quoted must be in lumpsum item-wise as per the annexed schedule (Annexure-IV) inclusive of all charges. Price must be clearly shown in figures and words in Indian Currency. In case any discrepancy in figures, the amount in words will be taken as final. **Quoting of rates in any other format will not be acceptable.**

#### **8. DELIVERY TERMS**

a) The delivery of the stores/ execution of work/ providing the services etc. are required within a period as specified and at the place mentioned therein.

b) The tenderer shall deliver the stores/ execute the work at the destination/ space defined to the consignee/ authority in good order (of which the Medical Superintendent, ESIC Hospital, Baddi (HP), shall be the sole judge) within the limits of the times as deemed reasonable and specify in such quantities/ qualities as may be ordered by him from time to time.

c) Time for and date of delivery: The essence of contract:- The time for and the date of delivery of the stores/ date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.

The Medical Superintendent may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

#### **9. INSPECTION OF STORES/WORK:**

Supplies shall be accepted/work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Hospital, Baddi, H.P, or his assigned representative. Any defect found in the materials/work done will render the supplies/work open to rejection and decision of the Medical Superintendent, ESIC Hospital, Baddi, H.P., shall be final and legally binding.

The rejected store shall be returned to the suppliers/work may be executed through others, at contractors/tenderer risks and costs.

## 10. OTHER TERMS

A. **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.

B. The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital, Baddi, H.P.( may sustain in consequence or arising out of such replacing of the contract).

C. **Earnest Money:** The tenderer shall have to deposit **Rs 20000/- (Rs.Twenty thousand only)** as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by **Demand draft drawn in favour of ESI Fund A/c No. 1, payable at Delhi. NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal/revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.

D. **Security Deposit:** On acceptance of the tender, within the period specified by the Medical Superintendent, the contractor shall deposit as security, a sum of **Rs 40,000/- (Rs.Forty thousand only)**. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of **Demand drafts payable in favour of ESI Fund A/c. No. 1.**

a) If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

E. **Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recover of such sum by appropriating, in part or whole the

security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

**F. Insolvency and breach of contract:** The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any conveyance or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm/society be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

iii) If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

**G. Arbitration:** In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is specially provided for\by these on the special conditions, the same shall be referred to the sole arbitrator as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is a term of this contract:-

1. If the arbitrator be Medical superintendent, ESIC Hospital, Baddi. In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR In the event of his becoming unable to act for any reason, it shall be lawful for Medical Superintendent, ESIC Hospital, Baddi to appoint another person as arbitrator.

2. If the arbitrator be a person appointed by the Medical Superintendent. In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Medical Superintendent either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. It is further a term of this contract that no person other than the Director General, ESI Corporation or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Upon every and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceeding under this clause. Work under the contractor shall, if reasonably possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings:- The venue of arbitration shall be at Baddi. In the clause, the expression 'The Director General', ESIC Scheme means, the Medical Superintendent, ESI Scheme for the time being and in case there be no Medical Superintendent the officer who is for the time being the administrative head of the ESI Corporation, whether in addition or otherwise. For the purpose of the contract including arbitration proceedings there under, the Medical Superintendent, ESIC Model Hospital, Baddi, H.P, shall be entitled to exercise all the rights and powers of the purchaser.

#### **H. Document:**

The tenderer should have a valid **PAN/ TAN/ other statutory document as applicable** and produce attested copies of such certificates along with the tender papers, **failing which the tender shall liable to be rejected.**

#### **I. Statutory requirements:**

In case the agency appoints manpower/ labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act 1948, where applicable; EPF Act, 1952, where applicable; etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency. In that case the successful agency will have to obtain a license from the licensing officer after collecting the requisite certificate in Form V from the hospital authority.

**J.** The successful agency will have to maintain various registers and records, display notices, abstracts of the rules, etc. and issue employment card to the engaged labours. The list of workers employed by the contractor shall be communicated to the authority from time to time.

**K.** The successful bidder/ tenderer shall obtain a valid license under the Contract Labour (R & A) Act, 1970 & Rules framed there under and shall continue to hold it till completion of the contract.

**L. Right to accept/ reject:**

The hospital authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to **award** any or part or full contract to any successful agency at its discretion and this will be binding on the tenderor.

**M. Experience Certificate:**

The bidder must not have less than 2 (two) years experience of similar services in an organization in this trade and documentary evidence to be submitted in support thereof with the tender.

**N. Assistance to contractor:**

The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

**O.** The tenderer should have complete Postal Address, Telephone/ Mobile/ Fax/ E-mail address, etc. should be provided, while submitting the completed tender form.

**P.** The persons so deployed shall not have any claim for permanent absorption in the hospital and such claim if raised shall be violation of the terms and conditions of the agreement of the hospital authority shall have the right to cancel the agreement to terminate such deployment termination.

**Q.** The contractor will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining as harmonious atmosphere as expected in the hospital and will be responsible for any act & omission of such persons.

**R.** In the event of any violation of laws, rules, statutory provisions by the contractor, this will amount to breach of contract and in such case, the hospital will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.

**S. Validity of Contract:**

The Contract, if awarded, shall be **for two years from the date of award** subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the hospital will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing, etc. solely at the discretion of the hospital authority.

**T.** List of personnel deployed to be intimated to the authority from time to time. The personnel employed by the tenderer should have proper uniform for identification.

**U.** The contractor shall be required to submit his bill in triplicate month-wise by 7th of the subsequent month for further action and payment shall be released as per the terms & conditions, less deduction at source of Income tax at prevailing rates. The bills shall have to be submitted with the certificate of completion of job issued by the Medical Superintendent.

**V.** The successful agency shall have to enter into an agreement with the hospital and the cost incurred in this connection, shall be borne by the contractor.

**W.** The rates once accepted by the hospital shall remain unaltered throughout the period of contract, including any extended period.

**X.** The hospital authority reserves the right to award any part or full contract to any successful agency (ies) at its discretion and this will be binding on the tenderer.

**Y.** In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the hospital authority reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.

**Z.** Medical Superintendent, ESIC Model Hospital, Baddi, H.P., does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and tenderer shall supply the same/ execute the work at the rate quoted by the contractor. The tenderer/contractor is at liberty to tender for the whole or any part.

**AA.** Acceptance by the purchaser shall be communicated in due course. Tenderer are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

**BB.** The tenderer will quote the rates in respect of jobs/ services described above in various paras and shall fill **Annexure - IV** appended herewith along with the Tender Application form.

**CC. Failure and Termination:** If the contractor fails to deliver the stores or any installments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Medical Superintendent may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.

**A.** To recovery from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2 % of the price of any stores which the contractor has failed to deliver within the period fixed for delivery arrears, where delivery thereof is accepted after expiry of the aforesaid period. Or

**B.** To purchase elsewhere, without notice to the contractor, on his account and at the risk of the contractor, the stores not delivered or stores of similar description (where stores exactly complying with the particulars are not in the opinion of the Medical Superintendent, ESIC Model Hospital, Baddi, H.P., readily procurable

such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery, or

C. To cancel the contract or a portion thereof, and if so decided to purchase or authorize to purchase of stores not so delivered or other of a similar description (where stores exactly complying with the particulars are not, in the opinion of the Medical superintendent readily procurable, such opinion being final) at the risk and cost of the contractor.

**MEDICAL SUPERINTENDENT**

ANNEXURE II

[ms-baddi@esic.nic.in](mailto:ms-baddi@esic.nic.in)

011 – 23234092/93.Extn.316

011 – 23235779



ESIC MODEL HOSPITAL  
Village: Katha, Opposite Gillette Factory,  
BADDI, DISTT: SOLAN

(Himachal Pradesh – 173205)



**Tender No. 142/A-27/4/2011.**

**Dated:**

**SPECIAL TERMS AND CONDITIONS FOR AMBULANCE SERVICE**

The following special terms and conditions shall apply for **AMBULANCE SERVICE** on contract basis at ESIC Model Hospital, Baddi, H.P.

- 1. The tenderer should have complete Postal Address, telephone /Mobile / Fax / E-mail address, etc. while submitting the completed tender from.**
- The agency while submitting their tender form shall enclose certified Photostat copies of experience, trade license essential for carrying out the activities under reference, Sales tax / VAT, PAN/TAN and any such other documents specified hereto. Tender form incomplete in any respect and not supported with Earnest Money and the above-mentioned requisite documents, will be summarily rejected by the hospital.
- The tender application form and related documents along with the Earnest Money is to be submitted in a sealed cover as specified in Annexure-I (General Terms and Conditions) of the tender document and it shall be dropped in the Tender Box kept for the purpose in the Camp Office of MS, Baddi, Room No. 127, CIG Marg, ESI Hqrs.Office, Panchdeep Bhawan, New Delhi - 110002 at the date and time specified in this document
- The Competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.
- The tenderer will get the vehicle registered as registered Ambulance vehicle by appropriate authority. The Ambulance must be fitted with all the requisite of an Ambulance.
- The vehicle should have proper Registration Certificate, Road tax payment Certificate, Fitness, Insurance (including the Driver).
- The vehicle offered shouldn't be more than 1(One) years old
- The vehicle offered should conform to the Emission norms laid down by Pollution Control Board and should possess the certificate "Pollution Under Control" issued from the concerned authority.
- The vehicle offered for hire should be free from litigation as regards ownership is concerned and should possess not tainted history as rash driving, negligence of traffic rule etc.
- The vehicle should be serviced regularly and timely at the sole cost of the tenderor/contractor.

11. The vehicle should be kept for 24 hours a day, in our premises and accordingly the tenderor would arrange for replacement of vehicle in case of normal wear and tear/temporary out of service.
12. **The driver engaged should have valid Driving License and should be co-operative and amiable in nature.**
13. The driver should not have any past history of criminal records or Alcoholism or Drug Addiction.
14. The tenderer/bidder would manage shifting of drivers in such a manner that the service should not be interrupted.
15. Payment of wages and statutory obligations such as minimum wages etc. are to be observed by the Tenderer. Statutory liability viz. ESI/PF etc would be solely borne by the tenderer/ bidder and no extra payment would be made on these accounts. Any expenditure towards of wear and tear, repairing would be borne by the tenderer/ bidder.
16. The legal liability arising out of Accident, if any, during the period of engagement would be borne by the tenderer/ bidder.
17. Any loss of property caused by the Driver would be recovered from the monthly bill of the tenderer/bidder.
18. In case of non-availability of the vehicle, the ESIC Hospital would arrange other vehicle and the expenditure incurred in this way would be recovered from the monthly bill of the tenderer/ bidder, including initiating proper action.
19. **The tenderer/bidder would provide a mobile phone to its Driver and the number would be intimated to the Medical Superintendent, this is compulsory.**
20. The drivers employed by the bidder should be under insurance cover of Accident policy for loss of life/injury etc. and compensation if any in this regard, if awarded, will be the responsibility of the bidder.
21. The bidder shall maintain a logbook keeping records of the movement and such records will be certified by the Agent of the Medical Superintendent as nominated.

**MEDICAL SUPERINTENDENT**

## TENDER APPLICATION FORM

1		Name of the firm:-	
2	A	Full Postal Address:-	
	B	Cell Phone No.	
	C	Telephone no. :-	
	D	Fax No.	
3		Date of Establishment of Firm:-	
4	A	If your Firm Registered under:-	
	B	The Indian Factories Act:-	
5		Any other Act, if not, who are the owners (Please give full address):-	
6		Name and Address of your Bankers stating the name in which the Account stands:- Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no.:-	
7		Total number of Employees:-	
8		Are you in the list of approved contractors of any other organizations/ institutions, if any give details:-	
9		Give details of any Government contracts executed during the last twelve months:-	
10		Any other information which you consider necessary to furnish:	

## UNDERTAKING

- a. I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
- b. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution/ hospital in India.
- c. The Earnest Money of Rs. .... to be deposited by me has been enclosed herewith vide Demand Draft No. .... dated ..... drawn on bank ..... branch .....
- d. I/ We give the rights to Medical Superintendent to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to supply the articles within the appointed firms of desired quality.
- e. There is no vigilance/ CBI case or court case pending against the firm.
- f. I hereby undertake to supply the items as per directions given in the tender document/ supply order within stipulated period.

Date:- Signature of the tenderer:-

Place:-

Full Name:-

Designation:-

(Office seal of the tenderer)

ANNEXURE - IV

PLEASE QUOTE YOUR RATE

1.	Retention charges of <u>AMBULANCE SERVICE</u> (24 hours) including Driver on 8 hours basis upto 2000 kms	Monthly Cost Rs. (in figures)	Monthly Cost(in words)
2.	Fuel Cost after 2000 kms	Rupees per Kilometer	Rs. Per Km.(in words)

List of documents enclosed:

- 1.
- 2.
- 3.
- 4.

Date:

Place:

Full Name of Tenderer:

Signature & Seal of the Tenderer